

**GRANT/LOAN AMENDMENT**

CEC-140 (6/10)

CALIFORNIA ENERGY COMMISSION


☒ Check here if additional pages are attached. 16 Pages

AGREEMENT NUMBER:

CBG-09-091

AMENDMENT NUMBER:

1

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME

California Energy Commission

RECIPIENT'S NAME

City of Emeryville

2. The term of this Agreement: From: 6/30/2010 To: 6/14/20123. The maximum amount of this Agreement after this amendment is: \$ 52,097.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Amend the agreement to extend the term of the grant from 12/30/11 to 6/14/12 and to reallocate \$30,839 from the materials and supplies category to non-labor contract expense and contract labor categories so that the purchase and installation of streetlights can be combined in a single contract. There is no change in the amount of the grant.

All other terms and conditions shall remain the same.

## 5. Amendment Amount

Fund Title	Item	F.Y.	Chapter	Statute	Amendment Amount
					\$
					\$
					\$
OBJECT CODE	Total				\$ 0

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose stated above.

SIGNATURE OF ACCOUNTING OFFICER

DATE

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**RECIPIENT**

RECIPIENT'S NAME (If other than an individual, state whether a corporation, partnership, etc)

City of Emeryville

BY (Authorized Signature)

DATE SIGNED (Do not type)

NAME AND TITLE OF PERSON SIGNING

ADDRESS

1333 Park Avenue  
Emeryville, CA 94608

**STATE OF CALIFORNIA**

AGENCY NAME

California Energy Commission

BY (Authorized Signature)

DATE SIGNED (Do not type)

NAME AND TITLE OF PERSON SIGNING

John P. Butler II, Manager, Contracts, Grants and Loans Office

ADDRESS

1516 9<sup>th</sup> Street, MS-1  
Sacramento, CA 95814

**EXHIBIT A**  
**SCOPE OF WORK**

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## **EXHIBIT A**

### **SCOPE OF WORK**

#### **Task 1 — Attend Kick-Off Meeting**

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement. The Recipient shall attend a “kick-off” meeting with the Commission Project Manager and the Grants Officer. The Recipient shall bring their Project Manager and other relevant staff. The administrative and technical aspects of this Agreement will be discussed at the meeting. Prior to the kick-off meeting, the Commission Project Manager will provide an agenda to all potential meeting participants.

Topics to be discussed at this meeting will include, but are not limited to:

- Terms and Conditions of the Agreement
- Permit Documentation
- Scope of Work
- Project Schedule (including Products and Due Dates)
- Progress Reports
- Final Report
- Use of State Identity Branding Mark Logo
- Prohibition on KEMA Inc. or its subsidiary known as KEMA Services Inc. from performing services as a subcontractor or other lower-tier contractor to achieve the objectives of this Agreement
- Historic Preservation and Consultation Package Requirements

The Commission Project Manager shall designate the date and location of this meeting. This meeting may occur in person, via teleconference call, or other method at the discretion of the Commission Project Manager.

#### **Products:**

- List of Permits, if applicable (no draft)

**Due Date:** August 4, 2010

#### **Task 2 — Identify and Obtain Required Permits**

The goal of this task is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. Permits must be identified in writing and obtained before the

Recipient can incur any costs related to the use of the permits for which the Recipient will request reimbursement.

The Recipient shall prepare a letter documenting the permits required to conduct this Agreement and submit it to the Commission Project Manager at least 2 working days prior to the kick-off meeting:

1. If there are no permits required at the start of this Agreement, then state such in the letter.
2. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:
  - Type(s) of permit(s)
  - Name, address and telephone number of the permitting jurisdictions or lead agencies
  - Schedule the Recipient will follow in applying for and obtaining these permits

The list of permits and the schedule for obtaining them will be discussed at the kick-off meeting and a timetable for submitting the updated list, schedule and the copies of the permits will be developed. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the progress reports.

If during the course of the Agreement additional permits become necessary, then provide the appropriate information on each permit and an updated schedule to the Commission Project Manager.

As permits are obtained, send a copy of each approved permit to the Commission Project Manager.

If during the course of the Agreement permits are not obtained on time or are denied, notify the Commission Project Manager within 5 working days.

**Product:** Letter documenting the Permits or stating that no Permits are required (no draft)

**Due Date:** July 28, 2010

**Product:** Updated list of permits as they change during the approved term of the Agreement (no draft)

**Due Date:** As necessary, within 10 days of change

**Product:** A copy of each approved Permit (no draft)

**Due Date:** As necessary, within 10 days of receipt of each permit

## Task 2a — Submission of Waste Management Plan

The goal of this task is to submit a Waste Management Plan to the Commission Project Manager prior to the proposed project activities generating any waste. This Waste Management Plan will describe the Recipient's plan to dispose of any sanitary or hazardous waste generated by the proposed project activities. Sanitary and hazardous waste includes, but is not limited to, construction and demolition debris, old light bulbs, fluorescent ballasts and lamps, piping, roofing material, discarded equipment, debris, and asbestos.

The Recipient's Waste Management Plan must comply with all federal, state, and local laws and regulations governing waste disposal.

**Products:** Waste Management Plan (no draft)

**Due Date:** ~~September 1, 2010~~ August 1, 2011

## Task 2b — Award Subcontract

The goal of this task is to approve a subcontract for the purchase and installation of approved materials/equipment as identified in Attachment C-8 of this Agreement for the retrofitting of approximately 80 Cobra Head street lamp fixtures with more energy efficient LED street fixtures on Powell Street in Emeryville, CA. All equipment must adhere to the requirements and specifications set forth in Exhibit 2 of the EECBG funding solicitation (PON-09-001). A listing of the specific materials/equipment purchased shall be documented in the next monthly progress report submitted under this agreement.

NOTE: The list of materials and equipment identified in Attachment C-8 includes the total possible universe of materials and equipment that the Recipient may purchase with EECBG funds. The Recipient may not purchase any material or equipment that is not on this list. The Recipient may purchase more or less of a certain type of material or equipment than the exact number listed in Attachment C-8, provided that such modifications are made in accordance with the rules governing changes to the Agreement in the terms and conditions of this Agreement. These restrictions do not apply to materials and equipment which are entirely paid for with cost share funds.

NOTE: The requirement to submit copies of all executed subcontracts applies to all subcontracts for services to achieve the objectives of this Agreement, including subcontracts paid for entirely with cost share funds.

**Products:** Copy of Executed Subcontract (no draft)

**Due Date:** ~~November 1, 2011~~August 1, 2011

### **Task 2c — Submit Prevailing Wage Rates and Weekly Certified Payrolls**

Within 30 days or less after execution of any subcontract for services under this Agreement the Recipient must submit to the Commission Project Manager a copy of applicable wage determinations for any and all labor and mechanic work to be performed under the subcontract.

The Recipient must also submit to the Energy Commission on a weekly basis a copy of all certified payrolls prepared for all subcontractors and lower tier contractors. The terms and conditions of this Agreement provide the required specifications.

These requirements apply to all subcontracts for services to achieve the objectives of this Agreement, including subcontracts paid for entirely with cost share funds.

**Products:** Copies of Applicable Wage Determinations (no draft)

**Due Date:** Within 30 days or less after execution of any subcontract for services under this Agreement

**Products:** Weekly Certified Payrolls of All Lower Tier Contractors (no draft)

**Due Date:** Weekly for each week in which any Contract work is performed during the term of the Agreement

### **Task 2d — Historic Preservation**

Prior to the expenditure of EECBG Program funds to alter any structure or site, the Recipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA). In order to fulfill the requirements of Section 106, the Energy Commission and the Recipient must consult with the California State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to ensure that proposed projects will have no adverse effects on any historic resources. The Energy Commission has executed a Programmatic Agreement with the SHPO to streamline the Section 106 consultation process. Under the Programmatic Agreement, the Energy Commission will evaluate projects to determine whether such projects are categorically excluded from the SHPO's direct review and consultation.

In order for the Energy Commission to determine whether a given project is categorically excluded from the SHPO's direct review and consultation, the applicant must prepare a Consultation Package for each project proposed under this grant,

unless the project obtained SHPO clearance prior to grant approval. The Energy Commission will provide the required specifications for the Consultation Package.

**Products:** Consultation Package

**Due Date:** No later than 30 days after the **execution** of the grant or the identification of the project structure(s) or site(s) to be retrofitted under the grant, whichever is later

### **Task 3—Purchase Equipment**

~~The goal of this task is to purchase the approved materials/equipment as identified in Attachment C-8 of this Agreement and to have it installed by the subcontractor awarded in Task 2b of this document and for the Powell Street project. All equipment must adhere to the requirements and specifications set forth in Exhibit 2 of the EECBG funding solicitation (PON-09-001).~~

~~The Recipient shall purchase the approved materials/equipment. A listing of the materials/equipment purchased shall be documented in the next monthly progress report submitted under this agreement.~~

~~NOTE: The list of materials and equipment identified in Attachment C-8 includes the total possible universe of materials and equipment that the Recipient may purchase with EECBG funds. The Recipient may not purchase any material or equipment that is not on this list. The Recipient may purchase more or less of a certain type of material or equipment than the exact number listed in Attachment C-8, provided that such modifications are made in accordance with the rules governing changes to the Agreement in the terms and conditions of this Agreement. These restrictions do not apply to materials and equipment which are entirely paid for with cost share funds.~~

~~**Products:**—None~~

~~**Due Date:**—November 1, 2010~~

### **Task 4— Install Equipment**

The goal of this task is to install the purchased equipment in **Task 2b** above.

Lighting fixture upgrades to be done at various locations on Powell Street in Emeryville, CA 96608.

The Recipient shall ensure that the subcontractor will install the approved equipment. A listing of the equipment installed shall be documented in the next monthly progress report submitted under this agreement. As appropriate, photographs should be

submitted to the Energy Commission Project Manager to verify that installation has been completed. For very large projects, a sampling of photos may be used to document installation. Recipients shall work with the assigned Energy Commission Project Manager to ensure sufficient verification is provided.

**Products:** Photographs of Installed Equipment (no draft)

**Due Date:** ~~September~~March 1, 2011

#### **Task ~~5~~4 — Monthly Progress Reports**

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement.

The Recipient shall prepare progress reports which summarize all Agreement activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Each progress report is due to the Commission Project Manager within 3 working days after the end of the reporting period. The terms and conditions of this Agreement provide the required specifications.

**Products:** Monthly Progress Reports (no draft)

**Due Date:** By the 3<sup>rd</sup> day of each month until submission of the final report.

#### **Task ~~6~~5 — Final Report**

The goal of this task is to prepare a comprehensive written Final Report that describes the original purpose, approach, results and conclusions of the work done under this Agreement. The Commission Project Manager will review and approve the Final Report.

A Draft Final Report shall be submitted to the Commission Project Manager no later than the Draft Final Report Due Date. The terms and conditions of this Agreement provide the required specifications.

The Commission Project Manager will review the Draft Final Report. The Recipient will incorporate applicable comments and submit the Final Report (the original and two copies) to the Commission Project Manager for review and approval. Upon receipt of the Final Report, the Commission Project Manager shall ensure that all work has been satisfactorily completed.

The Final Report must be completed on or before the Final Report Due Date.

The Final Report shall be a public document.



**Product:** Draft Final Report

| **Due Date:** ~~October~~April 1, 2011

**Product:** Final Report

| **Due Date:** ~~December~~June 1, 2011

## **EXHIBIT B**

### **BUDGET**

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**EXHIBIT B**  
**Category Budget**

Budget Category Item	EECBG Share (\$)	Original EECBG Share (\$)	Cost Share (\$)	Total Cost (\$)
<b>Personnel:</b>				
Unloaded Direct Labor	\$ 573	\$ 573		\$ 573
Fringe Benefits				\$ -
<b>Total Personal Services</b>	<b>\$ 573</b>	<b>\$ 573</b>	<b>\$ -</b>	<b>\$ 573</b>
<b>Operating Expenses:</b>				
Travel				\$ -
Equipment				\$ -
Materials/Supplies	\$ -	\$ 30,839		\$ -
Non-Labor Contract Expenses	\$ 26,105			\$ 26,105
Contract Labor	\$ 25,419	\$ 20,685		\$ 25,419
Miscellaneous				\$ -
<b>Total Operating Expenses</b>	<b>\$ 51,524</b>	<b>\$ 51,524</b>	<b>\$ -</b>	<b>\$ 51,524</b>
<b>Overhead:</b>				
Overhead				\$ -
<b>Total Overhead</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>
<b>Total</b>	<b>\$ 52,097</b>	<b>\$ 52,097</b>	<b>\$ -</b>	<b>\$ 52,097</b>

**EXHIBIT B  
BUDGET DETAILS**

**Unloaded Direct Labor**

Title / Job Classification	Maximum Rate to be Billed* (\$ / Hr)	Number of Hours	EECBG Share	Cost Share	Total Cost
Environmental Programs Analyst	\$ 41.00	14	\$ 573	\$ -	\$ 573
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
<b>Total Unloaded Direct Labor</b>			<b>\$ 573</b>	<b>\$ -</b>	<b>\$ 573</b>

\* Maximum salary rates are caps: The Energy Commission will not reimburse at a higher rate over the term of the project.

**Fringe Benefits**

Title / Job Classification	Maximum % Rate to be Billed*	Base (typically Total Unloaded Hourly Rates)	EECBG Share	Cost Share	Total Cost
	0%		\$ -	\$ -	\$ -
	0%		\$ -	\$ -	\$ -
	0%		\$ -	\$ -	\$ -
	0%		\$ -	\$ -	\$ -
	0%		\$ -	\$ -	\$ -
	0%		\$ -	\$ -	\$ -
	0%		\$ -	\$ -	\$ -
	0%		\$ -	\$ -	\$ -
	0%		\$ -	\$ -	\$ -
	0%		\$ -	\$ -	\$ -
<b>Total Fringe Benefits</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\* Maximum fringe benefit rates are caps: The Energy Commission will not reimburse at a higher rate over the term of the project.

**Travel\*\***

Location	Purpose	Number of Trips	People per Trip	EECBG Share*	Cost Share	Total Cost
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
<b>Total Travel</b>				<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\* EECBG Share: Travel is reimbursed at State rates. Higher travel costs can count as Match Share.

\*\* Trips not identified in the approved budget or listed as "to be determined (TBD)" require advanced written approval from Commission Project Manager.

**EXHIBIT B  
BUDGET DETAILS**

**Equipment**

Item	Quantity	Unit Cost	EECBG Share	Cost Share	Total Cost
				\$ -	
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
<b>Total Equipment</b>			\$ -	\$ -	\$ -

**Materials, Supplies**

Item	Quantity	Unit Cost	EECBG Share	Cost Share	Total Cost
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
<b>Total Materials and Supplies</b>			\$ -	\$ -	\$ -

**Non-Labor Contract Expenses**

Subcontractor Name	Purpose	EECBG Share	Cost Share	Total Cost
PG&E	LED Street Lights (various)	\$ 26,105	\$ -	\$ 26,105
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
<b>Total Non-Labor Contract Expenses</b>		\$ 26,105	\$ -	\$ 26,105

**Miscellaneous**

Item	Purpose	EECBG Share	Cost Share	Total Cost
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
<b>Total Miscellaneous</b>		\$ -	\$ -	\$ -

**EXHIBIT B  
BUDGET DETAILS**

**Overhead**

Name of Overhead	Overhead Base*	Maximum % Rate to be Billed**	Base Cost	EECBG Share	Match Share	Total Cost
		0%	\$ -	\$ -	\$ -	\$ -
		0%	\$ -	\$ -	\$ -	\$ -
		0%	\$ -	\$ -	\$ -	\$ -
		0%	\$ -	\$ -	\$ -	\$ -
		0%	\$ -	\$ -	\$ -	\$ -
<b>Total Overhead</b>				\$ -	\$ -	\$ -

\* Base: Define cost categories used to charge Overhead rate, e.g., Total Labor, Total Direct Cost, Materials, Subcontracts, etc.

\*\* Maximum Indirect Overhead rates are caps: Energy Commission will not reimburse at higher rates over the term of the project.

# EXHIBIT B CONTRACT LABOR

## Contract Labor

Subcontractor	Title / Job Classification	Number of Individuals Employed in Classification	Estimated Prevailing Wage Rate* as Determined by DOL or DIR	Estimated Maximum Rate to be Billed (\$ / Hr)	Number of Hours	EECBG Share	Cost Share	Total Cost
PG&E or other installation contractor	TBD	TBD	TBD	TBD	TBD	\$ 25,419	\$ -	\$ 25,419
				\$ -		\$ -	\$ -	\$ -
				\$ -		\$ -	\$ -	\$ -
				\$ -		\$ -	\$ -	\$ -
				\$ -		\$ -	\$ -	\$ -
				\$ -		\$ -	\$ -	\$ -
				\$ -		\$ -	\$ -	\$ -
				\$ -		\$ -	\$ -	\$ -
				\$ -		\$ -	\$ -	\$ -
				\$ -		\$ -	\$ -	\$ -
<b>Total Contract Labor</b>						<b>\$ 25,419</b>	<b>\$ -</b>	<b>\$ 25,419</b>

\* Prevailing wage rates are comprised of unloaded hourly rates and qualifying fringe benefits. For more information on prevailing wage rates under Federal and California law see EECBG Application Exhibits 7 and 8 and Attachment K.

**EXHIBIT C**  
**ATTACHMENT C-8**  
**DIRECT EQUIPMENT PURCHASE SUPPORTING DOCUMENTATION**

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EXHIBIT C  
ATTACHMENT C-8

DIRECT EQUIPMENT PURCHASE SUPPORTING DOCUMENTATION

	Existing Equipment	Proposed Equipment	Facility Where Equipment Installed	Existing Capacity (kW, HP, Btus, etc.)	Proposed Capacity (kW, HP, Btus, etc.)	Estimated Load Reduction (%) (if applicable)	Number of Hours of Operation	Number of Units	Equipment/ Material Cost per Unit	Total Equipment/ Material Cost	Total Non- Equipment Cost	Total Project Costs	Installation Cost Percentage*
1	HPSV Street Lights (70 to 451W)	LED Replacement Street Lights	Selected Roadways in City of Emeryville, CA	81,624	37,171	54%	4,100.00	83.00	\$ 314.52	\$ 26,105.00	\$ 25,992.00	\$ 52,097.00	\$ 0.50
Totals								83.00		\$ 26,105.00	\$ 25,992.00	\$ 52,097.00	\$ 0.50

\* For each direct purchase where non-equipment costs exceeds 50% of total project costs, please attach written justification for the non-equipment costs.